

March [], 2011

Illinois Department of Central Management Services
Attn: General Counsel
100 W. Randolph St., Ste. 4-500
Chicago, Illinois 60601-3219

Re: Assignment Representation Letter

General Counsel:

Please be advised that pursuant to Section II.5 of the Program Terms governing the State of Illinois Vendor Payment Program, this letter is being sent to inform you that the undersigned Participating Vendor (the "Assignor") desires to assign to [] (the "Assignee") all of its right, title and interest in the Qualified Accounts Receivable that are the subject of that certain Assignment Agreement dated [], by and among [] and [] (the "Agreement"), subject to the State's right to review and approve or deny such assignment pursuant to section II.5 of the Program Terms.

As signatory to this letter, Assignee acknowledges and consents to, and agrees to be bound by and adhere to, each of the Program Terms, the terms of the Agreement, and the terms of all other ancillary documents and agreements related to the Program and the Agreement, in each case, in the same manner as the Assignor. Additionally, Assignee adopts and ratifies the representations made in, and agrees to be bound by all the terms of that certain Qualified Purchaser Designation dated [], 2011 executed by [] (the "Designation"), including, but not limited to the following representations:

- (1) Qualified Purchaser has all requisite authority to agree to the Program Terms and to this Qualified Purchaser Designation (the "**Designation**"), to enter into the Program and to perform all obligations required to be performed by it as a Qualified Purchaser under the Program Terms, and that the execution and delivery of this Designation by Qualified Purchaser does not, and the performance of its obligations under this Designation and the Program will not, conflict with any provision of any law, regulation or administrative rule, or any agreement or court or administrative order or decree binding upon Qualified Purchaser.
- (2) In the event that any assignment of a Qualified Account Receivable to Qualified Purchaser pursuant to the Program is considered to be a sale of a security under the Securities Act of 1933 (the "Act"), Qualified Purchaser is a "qualified institutional buyer" as defined under Rule 144A promulgated under the Act.
- (3) In the event that any assignment of a Qualified Account Receivable to Qualified Purchaser pursuant to the Program is considered to be a sale of a security under the Securities Act of 1933 (the "Act"), Qualified Purchaser understands that the

EXHIBIT E

Qualified Account Receivable would constitute an exempted security under the Act and that registration is not legally required as of the date hereof and further understands that the Qualified Accounts Receivable (a) are not being registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state, (b) will not be listed in any stock or other securities exchange, and (c) may not be readily marketable and are subject to certain restrictions on transfer, all of which may require Qualified Purchaser to hold the Qualified Account Receivable for an indefinite period of time.

- (4) Qualified Purchaser understands that (a) the Qualified Accounts Receivable are not secured by any pledge of any moneys received or to be received from taxation by the State of Illinois or any political division thereof, and (b) the Qualified Account Receivables do not represent a pledge of the faith and credit of the State or any political subdivision thereof.
- (5) Qualified Purchaser acknowledges that it has either been supplied with or has been given access to information to which a reasonable investor would attach significance in making investment decisions, and Qualified Purchaser has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the Program and Qualified Accounts Receivable. Qualified Purchaser acknowledges that it has not relied upon, and will not rely upon, the State or any Participating Vendor for any information in connection with the Qualified Purchaser's purchase of any Qualified Accounts Receivable and that it has the requisite knowledge and experience to evaluate the risks associated with the purchase of a Qualified Account Receivable and has consulted with its own legal and financial advisors with respect thereto.

The Agreement and Designation are attached hereto for your reference.

[ASSIGNOR]

By: _____

Name:

Title:

[ASSIGNEE]

By: _____

Name:

Title: